

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 73421001		PAGE 1 OF 36	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SP4410-98-R-1000	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Ms. Tracey L. Murdock				b. TELEPHONE NUMBER (No collect calls) (616) 961-7104	
9. ISSUED BY Defense Reutilization & Marketing Service DRMS-UPO Federal Center 74 Washington Ave., N. Battle Creek MI 49017-3092		CODE SC4400		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 8999 SIZE STANDARD: \$5M		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING Not Rated	
15. DELIVER TO Same as block #9 Attn: T. Murdock		CODE		16. ADMINISTERED BY Same as block #9		CODE	
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Defense Finance & Accounting Service (DFAS) Attn: DFAS-CO-LC P.O. Box 369016 Columbus OH 43236-9016			
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See attached addendum						
	(Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA To be cited on award document				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TWO (2) COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
						35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE SIGNED		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
				40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE SIGNED		42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)			

Performance Work Statement(PWS)

As of: June 1998

Inspection of Treatment, Storage and Disposal Facilities (TSDFs), Purchasers of Hazardous Property and Defense Reutilization & Marketing Offices (DRMOs)

INTRODUCTION

BACKGROUND: Due to the variety of types of hazardous property received by DRMS from the Military Services, and the various levels of regulatory requirements placed on the property, DRMS has contractual arrangements ranging from sales contracts to disposal service contracts and offices which handle and store hazardous materials/wastes. Some types of property require disposal through strictly regulated facilities, while others have no regulatory restrictions. It is DRMS' responsibility to provide its customers, i.e., the military services and the general public, with reasonable assurance that ALL hazardous property is ultimately handled in an environmentally prudent manner.

FURTHER INFORMATION IS AVAILABLE THROUGH THE DRMS WEBSITE:

<http://www.drms.com>. THIS WEBSITE CONTAINS INFORMATION FOR TSDF LOCATIONS, SALES AND DRMO LOCATIONS.

OBJECTIVE: It is the Governments goal to ensure DRMS conducts business in an environmentally responsible manner at its DRMOs, and with only environmentally responsible parties to minimize the potential for adverse regulatory and financial impacts to DRMS. Achievement of this goal will serve to protect the environment and human health, as well as to reduce the likelihood of improper/illegal handling of hazardous property generated by the Department of Defense.

ADDENDUM TO SF 1449 - BLOCK 18b

INVOICING AND PAYMENT - SERVICES

DRMS 52.232-9R06 (JAN 1998)

(a) Invoices shall be submitted after delivery of services and shall state the contract number, task order number, contract line item number, quantity and total charged.

(b) The contractor will be paid upon submission of a proper invoice for services delivered and accepted. Invoices must be submitted in quadruplicate to Defense Reutilization & Marketing Service, Attn: DRMS-UPO, 74 Washington Ave., N., Battle Creek, MI 49017-3092, for certification. The invoice will be certified and forwarded to the designated billing office identified in block 18a for payment.

ADDENDA TO SF 1449 - BLOCK 20
12 MONTH BASE PERIOD

*Indicate labor title for category.

<u>Item No.</u>	<u>Labor Category</u>	<u>Unit</u>	<u>Unit Price</u>
0001*	Regulatory/Compliance Specialist	HR	\$ _____
0002*	Environmentalism or Environmental Scientist	HR	\$ _____
0003	Program Manager	HR	\$ _____

12 MONTH FIRST OPTION PERIOD

<u>Item No.</u>	<u>Labor Category</u>	<u>Unit</u>	<u>Unit Price</u>
0001*	Regulatory/Compliance Specialist	HR	\$ _____
0002*	Environmentalism or Environmental Scientist	HR	\$ _____
0003	Program Manager	HR	\$ _____

12 MONTH SECOND OPTION PERIOD

<u>Item No.</u>	<u>Labor Category</u>	<u>Unit</u>	<u>Unit Price</u>
0001*	Regulatory/Compliance Specialist	HR	\$ _____
0002*	Environmentalism or Environmental Scientist	HR	\$ _____
0003	Program Manager	HR	\$ _____

12 MONTH THIRD OPTION PERIOD

<u>Item No.</u>	<u>Labor Category</u>	<u>Unit</u>	<u>Unit Price</u>
0001*	Regulatory/Compliance Specialist	HR	\$ _____
0002*	Environmentalism or Environmental Scientist	HR	\$ _____
0003	Program Manager	HR	\$ _____

The labor categories specified above will be incorporated into the contract. The specific item numbers listed above will not be utilized in subsequent task order awards; however, the labor hour unit prices on the contract award shall not be exceeded when calculating unit pricing for completion of individual task orders. Task order requests for proposal or quote will contain one line item for each deliverable (dependent on facility type) listed under 1.6 DELIVERABLES and one line

item for travel costs. Each facility type will require an individual report (See 1.6) and will be ordered under the appropriate line item number.

CONTRACT VS TASK ORDERS: This solicitation contains general terms and conditions essential for offering on subsequent specific task orders. Each individual task order will incorporate these terms and conditions, except as specifically stated therein. Identical clauses will not be repeated in the specific task orders but will be incorporated by reference. It is anticipated that this solicitation will be utilized to award up to eight (8) Indefinite Delivery Indefinite Quantity (IDIQ) Firm Fixed Price (FFP) type contracts.

CONTRACT PERIOD/MINIMUM & MAXIMUM DOLLAR VALUES:

Contract(s) awarded as a result of this solicitation will contain one 12 month base period and three 12 month option periods. (See contract clause/provision addenda for additional terms and conditions.)

The minimum dollar value guaranteed to each awardee under the contract for the base period is \$2500. Option period minimums are \$2500 per 12 month period. The maximum dollar value for each contract is \$200,000 per 12 month period.

TASK ORDER AWARD PROCEDURE:

(a) After the contract(s) are awarded, all awardees will be provided fair opportunity to offer on subsequent task orders unless set-aside for small business. The selection criteria for task order consideration will be based upon any combination of the following factors and will be specifically identified in task order requests for proposal/quote: Key Personnel (See provision entitled "Key Personnel Requirements, DRMS 52.222-9R02 (May 1996), Past Performance, Price, and Technical Plan.

(b) A Request for Proposal (RFP) or Requests for Quotation (RFQ) for each Task Order (TO) will be issued in writing by the Contracting Officer to all contractors. Each RFP/RFQ will include such items as:

- (1) Date of task, task number, and contract number
- (2) Scope and location
- (3) Any other terms, conditions, or features peculiar to the task;

(c) The contractor shall submit their proposal/quote to the Contracting Officer, within the timeframe indicated in the RFP/RFQ (typically 2-10 days).

(d) Task orders will be issued on forms specified and provided by the Government. An award of a TO indicates acceptance by the Government of the offeror's proposal/quote and constitutes a binding agreement between the parties. A revision to a TO will be identified by an alpha designation following the existing TO number indicating the revision sequence.

(e) The contractor shall initiate TO performance upon award of the TO. No other Government official other than the Contracting Officer may request, direct or make changes to the work being performed under a specific task.

(f) Sample task orders/checklists for each type of facility are at attachment(s) III, IV and V, and are provided for informational purposes.

Schedule of Supplies/Services

1.0 REQUIRED SERVICES:

1.1 Provide services to evaluate compliance with sales contract requirements, hazardous waste disposal contract requirements, federal, state and local statutory requirements, and internal controls, at various facilities. The evaluations will vary as to the degree of detail, depending on the requirements of each specific task order. Each task order for evaluation will require a written report and statement of opinion as to whether or not the government should do business with the facility, firm or individual accompanied by justification and copies of any supporting data. Compliance at the Defense Reutilization & Marketing Office (DRMO) will be determined in accordance with statutory and regulatory requirements. If the facility is a DRMO, then the evaluation will include a statement of opinion as to whether the DRMO is operating in an environmentally responsible manner. DRMS is not a regulatory agency and the enforcement of regulatory requirements outside agency requirements and contract terms is not the intent of this contract.

1.2 Federal laws applicable to personal safety and health, and hazardous property processing and disposal will also be a focus of the evaluations. Evaluations will be conducted at facilities as defined below operating under varying degrees of statutory and regulatory requirements related to the transportation, storage, processing and disposal of hazardous waste and hazardous property (HP).

1.2.a. **TREATMENT, STORAGE AND DISPOSAL FACILITIES (TSDFs)** that process Hazardous Wastes (as defined by the Resource Conservation and Recovery Act (RCRA)) and non-Hazardous Wastes. The facilities to be evaluated will be identified to the contractor by DRMS. Also included are RCRA-exempt recyclers, fuels blenders, burners and non-RCRA disposal facilities. The primary element requiring evaluation is the tracking of shipping documents through the TSDF to determine if the facility managed the property in a manner consistent with the shipping documentation and all applicable laws and regulations. Approximately 30 facilities of this type will require evaluation every 12 months. WEBSITE: <http://www.drms.dla.mil/environmental/envIRON.html>

1.2.b. **SALES CONTRACTS: Facilities that purchased/intend to purchase hazardous property (HP) from DRMS for possible resale or for their own personal use.** These facilities will range in size from private individuals to corporations. There are two types of contracts possible, one is a "term sale" which covers an extended period of time in which the facility may be purchasing hazardous property. The other is "one-time", which is for a one time sale. These facilities are often unregulated, but may have local and/or state statutory requirements. Elements that will require evaluation include the method of shipping the HP, how the HP is protected from weather, compatible storage, spill/leak evidence, contingency planning, inspection results from local officials, how the purchaser intends to dispose of unused/unsold items, length of time property is stored. For facilities that purchase property for their own use, additional elements that will require evaluation include how consistent the actual use of the HP is with the Statement of Intent, the Quality Assurance Plan and compliance with DRMS sales contract provisions. The attached checklist at Attachment V is a sample of the type(s) of checklists which will be utilized to provide the required information for sales customers. Approximately 143 facilities of this type will require evaluation every 12 months. WEBSITE: http://www.drms.dla.mil/newsales/html/place_a_bid.html

1.2.c. **Defense Reutilization & Marketing Office (DRMO):** DRMOs accept physical custody of hazardous property, and process hazardous property on site. There are approximately 34 facilities of this type which may require evaluation during a 12 month period. Primary elements that will require evaluation are statutes and laws which include, but are not limited to, the Resource Conservation and Recovery Act (RCRA), the Toxic Substances Control Act (TSCA), the Clean Water Act (CWA), the Clean Air Act (CAA), the Department of Transportation Hazardous Materials Transportation Act, and the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). The DRMO may also be subject to local and/or State statutory requirements. Secondary elements that will require evaluation include a visual inspection of the facility's general warehouse and scrap piles for evidence of spills and leakage, and if hazardous property has been co-mingled with non-regulated property. In addition, each facility may have a precious metals recycling program. If this program is in place at the facility being evaluated, the contractor will determine if any precious metals have been in storage for longer than twelve (12) months.

WEBSITE: DRMO listing - <http://www.drms.dla.mil/site/drmo.html>

1.3 The government will specify in each task order Request for Proposal (RFP) or Request for Quotation (RFQ) which type of facility requires inspection. The contractor shall notify the DRMS Contracting Officer upon receipt of a Request for Proposal (RFP) or Request for Quotation (RFQ) if there is a potential conflict of interest between the contractor and a facility to be evaluated. The majority of facilities to be inspected are located within the 48 contiguous United States, but may also include Alaska, Hawaii, Canada, Puerto Rico, Guam and Panama. The contractor must perform all necessary coordination and notification with the facility to be inspected. Adequate notification to the facility is necessary to gain access to all pertinent areas and documentation requiring review.

1.4 Listed below are specific examples of the areas requiring evaluation under task orders issued under the contract to accomplish the deliverable required by 1.6. The information may be relevant to one or all types of facilities listed above.

a. Evaluate each phase of the facility's operation, its internal controls and management systems (training, audit trail, contingency plans, etc.) as to how well they conform, and will continue to conform, to requirements in the facility's permit or contract with DRMS. Included in the contractor's report will be a description of the methods used by the contractor to establish a "cradle to grave" audit trail of the facility's disposition of products, waste and by-products.

b. Document attempts and results in obtaining copies of current insurance, trust and closure funding documents in order to determine financial assurance. Copies of the financial statements will be provided to DRMS with the contractor's report.

c. Document attempts to contact the primary regulatory agencies (Federal, state and local) for the facility to be evaluated to determine the type and nature of outstanding regulatory issues. This will include a review of contamination issues if a regulator requires monitoring of discharge points from any portion of the property, such as air stacks.

d. The contractor will document the results of tracking shipping papers to ensure compliance with contract requirements for, but not limited to, handling, transportation, treatment and/or disposal.

e. Provide a summary statement as to the compliance and financial risks incurred by the government's contractual association with the facility. Provide a statement regarding the effectiveness of the facility's operations and systems in providing DRMS with safe, compliant hazardous property disposal.

f. Provide a summary of the compliance status of each facility at the time of inspection and for the year preceding the date of the inspection, relevant to applicable laws and regulations governing each facility's operations as they relate to the handling of property generated on DRMS-administered contracts.

g. Evaluate and document DRMO compliance with statutory requirements, processing, handling, and storage of hazardous property and precious metals, when applicable.

1.5 SAFEGUARDING OF MATERIALS: The contractor shall make no public announcements or disclosures to a third party relative to:

- a. Data provided by the government for conduct of the inspection; and
- b. Data provided by the facilities/individuals inspected, and;
- c. Data developed by the contractor conducting the inspection, including notes, samples, drafts, correspondence related to, and reports.

The contractor will generate and provide an itemized signature receipt for all documents provided by the Government. All documents provided and/or resulting from a task order under the contract will be the property of the Government and shall be returned upon completion of each task order. All documents/reports produced by the contractor must be clearly marked as being contractor produced.

1.6 DELIVERABLE: The contractor shall provide a report summarizing all information, issues and assessments of the inspection to the address/POC provided on the task order award document within 30 days for TSDF & DRMO reviews unless otherwise specific in the task order. The report format will be in accordance with the order listed below and will be provided within the number of days stated in the task order for each type of facility. The appropriate checklist(s) and summary report of checklist findings will be provided for Hazardous Property Sales Customers within 14 days for pre-award inspection(s) and post-award inspection(s), unless otherwise stated in the task order.

The report must include the following information:

- a. The date and location of the inspection;
- b. Identification of the inspection team;
- c. A description of the scope of the inspection, including areas and systems examined;

d. Method of examination (sampling, visual inspection, visits and/or conversations with regulators, listing of facility personnel contacted by name, title and phone number, etc.);

e. Results of examination;

1) If sampling of documents was performed, type of sampling (random, stratified, etc.) number of sample not in compliance;

2) Specific areas of noncompliance with regulations, identify the regulatory citation, e.g., 40CFR 264.13, and a description of the aspect of the facility's operation that is not in compliance with the citation;

3) Financial assurance information and an estimate of its sufficiency;

4) Specific areas of noncompliance with DRMS sales contract clauses;

f. A statement of opinion of corrective action that would eliminate the noncompliance.

g. A statement of opinion as to the regulatory and financial risks associated with conducting business with the facility, to include risk of future involvement in clean-up activities, etc.

h. A summary statement of opinion as to whether DRMS should conduct business with the facility, including a brief written description of issues or complaints raised by the facility pertaining to DRMS.

1.7 CRITERIA FOR ACCEPTANCE: In accordance with FAR 52.212-4, Contract Terms & Conditions - Commercial Items, the report will be reviewed by DRMS to ensure that the end item provides information that is --

- Sufficient - Factual, adequate and convincing so that a prudent, informed person would be likely to reach the same conclusions as the auditor, evaluator;
- Reliable - The best information attainable through use of appropriate audit techniques;
- Relevant - Supports the evaluation findings and recommendation and is consistent with the objective of the review.

ADDENDA SF1449 - BLOCK 27a - CONTRACT CLAUSES**CLAUSES INCORPORATED BY REFERENCE FAR 52.252-2 (JUN 1988)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. (END OF CLAUSE)

RIGHT OF FIRST REFUSAL OF EMPLOYMENT FAR 52.207-3 (Nov 1991)

(a) The Contractor shall give Government employees who have been or will be adversely affected or separated as a result of award of this contract the right of first refusal for employment openings under the contract in positions for which they are qualified, if that employment is consistent with post-Government employment conflict of interest standards.

(b) Within 30 days after contract award, the Contracting Officer will provide to the Contractor a list of all Government employees who have been or will be adversely affected or separated as a result of award of this contract.

(c) The Contractor shall report to the Contracting Officer the names of individuals identified on the list who are hired within 90 days after contract performance begins. This report shall be forwarded within 120 days after contract performance begins.

CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS FAR 52.212-4 (May 1997)**RESTRICTION AGAINST PERFORMANCE OF DRMS HAZARDOUS CONTRACTS DURING PERFORMANCE OF THIS CONTRACT DRMS (APRIL 1998)**

The Contracting Officer has identified the potential for conflict of interest if award is made to a firm that does not currently perform work on DRMS hazardous waste contracts and that firm later develops an interest in competing on DRMS hazardous waste solicitations. Therefore, the following term shall be included in any contract awarded pursuant to this solicitation. Due to the potential for organizational conflict of interest, of the type described by FAR 9.505(a), the contractor shall be restricted from performing work for the DRMS Hazardous Waste Program as a prime contractor or subcontractor on any DRMS hazardous waste contract for so long as the contractor is performing under this contract for contract compliance evaluation services. However, because review, evaluations or reports prepared by an awardee of a contract awarded under the instant solicitation may be used by DRMS' management in conducting the Hazardous Waste Program even after performance period of this contract, the foregoing restriction against award of a hazardous waste disposal contract shall continue and the contractor (i.e., any awardee of a contract under this solicitation) shall be precluded from award of any DRMS contract for hazardous waste disposal and/or related services where the most recent review, evaluation or report, or other assessment used by DRMS to evaluate any prospective contract was performed by the contractor. For purposes of applying this restriction, the "contractor" shall be deemed to include the contractor, its affiliates and all members of its corporate family.

Central Contractor Registration (CCR) DFARS 252.204-7004 (Mar 1998)

RIGHT OF FIRST REFUSAL OF EMPLOYMENT**FAR 52.207-3 (NOV 1991)**

(a) The Contractor shall give Government employees who have been or will be adversely affected or separated as a result of award of this contract the right of first refusal for employment openings under the contract in positions for which they are qualified, if that employment is consistent with post-Government employment conflict of interest standards.

(b) Within 30 days after contract award, the Contracting Officer will provide to the Contractor a list of all Government employees who have been or will be adversely affected or separated as a result of award of this contract.

(c) The Contractor shall report to the Contracting Officer the names of individuals identified on the list who are hired within 90 days after contract performance begins. This report shall be forwarded within 120 days after contract performance begins.

**CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS**

FAR 52.212-5 (Jan 1996)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755); and

(2) 52.233-3, Protest After Award (31 U.S.C. 3553 and 40 U.S.C. 759).

(b) The Contractor agrees to comply with the FAR and FIRM clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2401).

 X (2) 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity (41 U.S.C. 423).

 X (3) 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (15 U.S.C. 637(d)(2) and (3));

 X (4) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));

 (5) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).

 X (6) 52.222-26, Equal Opportunity (E.O. 11246)

 X (7) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212).

 X (8) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

X (9) 52.222-37, Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

___ (10) 52.225-3, Buy American Act-Supplies (41 U.S.C. 10).

___ (11) 52.225-9, Buy American Act-Trade Agreements Act-Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).

___ (12) Reserved

___ (13) 52.225-18, European Union Sanction for End Products (E.O. 12849).

___ (14) 52.225-19, European Union Sanction for Services (E.O. 12849).

___ (15) 52.225-21, Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187).

___ (16) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

___ (17) 201-39.5202-3, Procurement Authority (FIRMR).
(This acquisition is being conducted under _____ delegation of GSA's exclusive procurement authority for FIP resources. The specific GSA DPA case number is _____).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

___ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, *et. seq.*).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 AND 41 U.S.C. 351, *et. seq.*).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 AND 41 U.S.C. 351, *et. seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (29 U.S.C. 206 AND 41 U.S.C. 351, *et. seq.*).

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, *et. seq.*).

(d) *Comptroller General Examination of Record.* The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller general, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 2012(a)); and

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT DFARS 252.212-7001
STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE (Feb 1997)
ACQUISITIONS OF COMMERCIAL ITEMS

(a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) clauses 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

<u> X </u>	252.205-7000	Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416)
<u> </u>	252.206-7000	Domestic Source Restriction (10 U.S.C 2304)
<u> </u>	252.219-7001	Notice of Partial Small Business Set-Aside with

_____ 252.219-7002 Preferential Consideration for Small Disadvantaged Business Concerns (____ Alternate I) (Section 9004, Pub. L. 101-165 10 U.S.C. 2301 (repealed) note).
 _____ 252.219-7002 Notice of Small Disadvantaged Business Set-Aside (____ Alternate I)(15 U.S.C. 644).
 ___X___ 252.219-7003 Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637)
 ___X___ 252.219-7005 Incentive for Subcontracting with Small Businesses, Small Disadvantaged Businesses, Historically Black Colleges and Minority Institutions (X Alternate I)(Section 9004, Pub. L. 101-165(10 U.S.C. 2301 (repealed)Note)).
 _____ 252.219-7006 Notice of Evaluation Preference for Small Disadvantaged Business Concerns (____Alternate I)(15 U.S.C. 644).
 _____ 252.225-7001 Buy American Act and Balance of Payment Program (41 U.S.C. 10, E.O. 10582)
 _____ 252.225-7007 Trade Agreements (10 U.S.C. 2501-2582)
 _____ 252.225-7012 Preference for Certain Domestic Commodities.
 _____ 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C 2241 (note).
 _____ 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).
 _____ 252-225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 US.C. 2779).
 _____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
 _____ 252.225-7029 Restriction on Acquisition of Circuit Breakers (10 U.S.C. 2534(a)(3)).
 _____ 252.225-7036 North American Free Trade Agreement Implementation Act.
 ___X___ 252.227-7015 Technical Data--Commercial Items (10 U.S.C. 2320).
 ___X___ 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
 _____ 252.242-7002 Submission of Commercial Freight Bills for Audit (31 U.S.C. 3726).
 _____ 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).
 _____ 252.249-7001 Notification of Substantial Impact on Employment (10 U.S.C. 2501 note).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions, Required to Implement Statutes and Executive Orders -- Commercial Items clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components awarded an any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metal, Alternate I (10 U.S.C. 2241 note).

ORDERING

FAR 52.216-18 (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through a 48 month period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the schedule.

ORDER LIMITATIONS**FAR 52.216-19 (OCT 1995)**

(a) *Minimum Order.* When the Government requires supplies or services covered by this contract in an amount of less than \$250, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum Order.* The Contractor is not obligated to honor -

(1) Any order for a single item in excess of \$25,000;

(2) Any order for a combination of items in excess of \$100,000;
or

(3) A series of orders from the same ordering office within 14 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

OPTION TO EXTEND THE TERM OF THE CONTRACT**FAR 52.217-9 (MAR 1989)**

(a) The Government may extend the term of this contract by written notice to the Contractor within Fourteen (14) days provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this options, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause shall not exceed 48 months.

AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR FAR 52.232-19 (APR 1984)

Funds are not presently available for performance under this contract beyond September 1998. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 1998 until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

TERMS FOR FINANCING OF PURCHASES OF COMMERCIAL ITEMS**FAR 52.232-29**

(OCT 1995)

(a) *Contractor entitlement to financing payments.* The contractor may request, and the Government shall pay, a contract financing payment as specified elsewhere in this contract when: the payment requested is properly due in accordance with this contract; the supplies deliverable or services due under the contract, will be delivered or performed in accordance with the contract; and there has been no impairment or diminution of the Government's security under this contract.

(b) *Special terms regarding termination for cause.* If this contract is terminated for cause, the Contractor shall, on demand, repay to the Government the amount of un-liquidated contract financing payments. The Government shall be liable for no payment except as provided in the Termination for Cause paragraph at 52.212-4, Contract Terms and Conditions-Commercial Items.

(c) *Security for Government financing.* In the event the Contractor fails to provide adequate security, as required in this contract, no financing payment shall be made under this contract. Upon receipt of adequate security, financing payments shall be made, including all previous payments to which the Contractor is entitled, in accordance with the terms of the provisions for contract financing. If at any time the Contracting Officer determines that the security provided by the Contractor is insufficient, the Contractor shall promptly provide such additional security as the Contracting Officer determines necessary. In the event the Contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided and suspend further payments to the Contractor; and the Contractor shall repay to the Government the amount of un-liquidated financing payments as the Contracting Officer at his sole discretion deems repayable.

(d) *Reservation of rights.* (1) No payment or other action by the Government under this clause shall (i) excuse the Contractor from performance of obligations under this contract, or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(e) *Content of Contractor's request for financing payment term.* The Contractor's request for financing payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for financing payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made; and
- (4) An appropriately itemized and totaled statement of the financing payments requested and such other information as is necessary for computation of the payment, prepared in accordance with the direction of the Contracting Officer.

(f) *Limitation on frequency of financing payments.* Contractor financing payments shall be provided no more frequently than monthly.

(g) In the event of any conflict between the terms proposed by the offeror in response to an invitation to propose financing terms (52.232-31) and the terms in this clause, the terms of this clause shall govern.

KEY PERSONNEL REQUIREMENTS

DRMS 52.222-9R02 (MAY 1996)

(a) Certain experienced professional personnel are essential for the successful completion of the work (task orders) to be performed under this contract. These positions are defined as key personnel. The Government considers the following as key personnel:

Regulatory/Compliance Specialist

Environmentalism or Environmental Scientist

Program Manager

The contractor agrees such personnel shall not be removed from the performance of this contract or replaced without the prior consent of the Contracting Officer.

(b) If one or more key personnel becomes, or is expected to become unavailable for work under this contract for a continuous period exceeding 7 days; or is expected to devote substantially less direct effort to the work than initially anticipated, the contractor shall immediately notify the Contracting Officer in writing of such conditions and request substitution of key personnel.

(c) All requests for personnel substitution must be in writing. All requests must contain the complete resume of the proposed substitute personnel and any other relevant information requested by the Contracting Officer. The contractor shall replace such personnel with skilled, experienced, and professional substitute personnel of equal or better skill and experience. The Contracting Officer shall evaluate such requests and promptly notify the contractor in writing of his approval or disapproval.

(d) If the Contracting Officer determines that suitable and timely replacement of key personnel is not forthcoming, or that the resultant reduction of direct productive effort would be so substantial as to endanger the successful completion of the contract, the Contracting Officer may terminate the contract.

**ADDENDA SF1449 - BLOCK 27a
PROVISIONS**

SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

**FAR 52.252-1
(JUN 1988)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS

**FAR 52.212-1
(April 1998)**

NOTICE OF POTENTIAL ORGANIZATIONAL CONFLICT OF INTEREST

DRMS (April 1998)

In accordance with FAR Subpart 9.5, the following information is offered. This provisions addresses the types of conflicts (FAR 9.505(a)) the Contracting Officer has identified and the means by which the Government intends to avoid or resolve such conflicts. The services to be provided under this contract include the evaluation of treatment, storage, and disposal facilities which are utilized as subcontractors to firms that hold DRMS hazardous waste disposal contracts. Depending on the relationship, prospective offerors have with the current DRMS hazardous waste contracting program, there may be the potential for organizational conflicts of interest which must be resolved before the Government can award a contract under this solicitation. This potential for conflict of interest may also apply to services for pre and post award evaluation of purchasers of hazardous materials and DRMO compliance inspections. This provision applies to those services as well. In accordance with FAR Subpart 9.505-3, it is determined that award to a contractor for evaluation of its own services, or those of a competitor, shall not be made. The Contracting Officer has determined that award will not be made to any firm that currently performs work as a prime or subcontractor on any DRMS hazardous waste contract. For pre and post award evaluations and DRMO compliance inspections, offerors are advised that the Contracting Officer will make a determination whether a potential conflict of interest is of such significance as to disallow award to a particular firm. In recognition of the fact that, depending on an offeror's particular situation, there may be alternate means to neutralize, mitigate, or eliminate, the potential for the type of conflict of interest discussed at FAR 9.505(a), any interested potential offeror that would be affected by the Contracting Officer's restriction against award may request that the Contracting Officer consider its proposal to neutralize, mitigate, or eliminate the potential conflict the Contracting Officer has identified above. This request, and any supporting information, must be presented within a reasonable time prior to the closing date scheduled for this solicitation, or the restriction stated above will be deemed applicable as to all offerors. The Contracting Officer will consider any such request in accordance with federal and agency regulations. For purposes of applying the foregoing restriction, a DRMS hazardous waste contractor firm shall be deemed to include all affiliates and members of a firm's corporate family. Eligibility for future awards will be restricted in accordance with the RESTRICTIONS AGAINST PERFORMANCE OF DRMS HAZARDOUS CONTRACTS DURING PERFORMANCE

**CONTRACTOR IDENTIFICATION NUMBER - DATA UNIVERSAL
NUMBERING SYSTEM (DUNS) NUMBER**

**FAR 52.204-6
(April 1998)**

SINGLE OR MULTIPLE AWARD

FAR 52.216-27 (OCT 1995)

TYPE OF CONTRACT

FAR 52.216-1 (APR 1984)

The Government contemplates award of up to eight (8) Firm Fixed Price (FFP) Indefinite Delivery Indefinite Quantity (IDIQ) contract(s) resulting from this solicitation.

TELEGRAPHIC OFFERS DRMS 52.215-9R03 (DEC 1995)

Telegraphic bids/offers are not acceptable.

PROPOSAL SUBMISSION (FORMAT AND CONTENT)

DRMS 52.215-9R19 (May 1996)

(a) The following describes the information that must be furnished as part of the offeror's proposal, and the format in which it must be provided. Proposals that do not provide the required information in the prescribed format may be excluded from further consideration.

(b) **FORMAT:** Proposals shall be submitted in 3 distinctly severable parts, consisting of the following volumes:

(1) **VOLUME I:** Price Schedule, original and 2 copies.

(2) **VOLUME II:** Past Performance Proposal, original and 2 copies. Submission of a Past Performance Proposal is mandatory. Offerors shall submit the Past Performance Proposal in accordance with provision entitled PAST PERFORMANCE DRMS 52.215-9R20 (MAY 1996). The Government will use the data submitted in the Past Performance Proposal, as well as data available from other sources to evaluate past performance. The attached Performance Evaluation document should be forwarded to those customers who can provide information relative to your firms performance of services which are the same or similar to those required by this solicitation.

(3) **VOLUME III:** Subcontracting Plan, original and 2 copies

(c) **MINIMUM CONTENT**

(1) **VOLUME I,** Price Schedule must contain: Firm-fixed price per hour rate for the labor categories identified as key personnel.

(2) **VOLUME II,** Past Performance Proposal shall contain the information required by the clauses/provisions listed in this solicitation.

(3) **VOLUME III,** Subcontracting Plan, Small Business & Small Disadvantaged Business Subcontracting Plan, FAR 52.212-5(b)(3)&(4).

PAST PERFORMANCE PROPOSAL

DRMS 52.215-9R20 (MAY 1996)

(a) The offeror is required to provide any relevant information regarding the level of performance, in terms of delivery and quality achieved under either Government or commercial contracts for the same or similar services within the last two years. The information provided should reflect experience in similar types of contracts for other companies or agencies (i.e., the same type of work for other DoD components, other Federal agencies, other public agencies or private firms).

(b) The contractor shall describe the general method that will be utilized to perform the work as detailed in the Performance Work Statement (PWS). The proposal should include, preparatory work, on-site methods, documentation of findings for submission of the deliverable in section 1.6 of the PWS. Innovative methods accomplishing these tasks to provide DRMS with complete, accurate information at the lowest cost are desired. The information should include evidence of similar efforts, particularly, describe the organizational structure, number and academic training of employees, services offered. A description for a minimum of five (5) similar audits/inspections conducted within the last 24 months, within the same industry (TSDFs, Hazardous Property Recyclers, etc.) are required. **Offerors are also required to submit information describing current Errors and Omissions (E&O) insurance coverage, as well as any other documentation relevant to its liability.**

(c) Evidence of successful performance and/or implementation of these services should be included. Such information should reflect the offeror's record of performance with regard to conforming to specifications, adherence to contract schedules, reputation for reasonable and cooperative behavior, commitment to customer satisfaction, and a business-like concern for the interests of the customer. Identify any performance deficiencies identified and the corrective action taken.

(d) Offerors shall submit the required **Past Performance History** in the format provided at **Attachment I**. If offerors choose to submit their own form, all the information required by Attachment I shall be submitted in the same format. A valid telephone number and current point of contact is required for each reference provided. Offerors shall forward the **Past Performance Evaluation Form - Attachment II** - to references for completion. **NOTE: PAST PERFORMANCE EVALUATION FORMS MUST BE RETURNED DIRECTLY TO THE CONTRACTING OFFICER BY THE FIRM/INDIVIDUAL COMPLETING THE FORM. ALL FORMS MUST CLEARLY IDENTIFY THE SOLICITATION NUMBER AND OFFERING FIRMS NAME, ADDRESS AND POINT OF CONTACT.**

(e) Narrative information regarding conformance to specification, adherence to schedules and performance deficiencies may be submitted on plain bond paper attached to the Past Performance Proposal form. The solicitation number shall be identified on each page. Narrative statements should be short, concise, and direct. Past performance submissions are limited to 25 pages or less in length.

(f) Experience:

(1) The offeror shall submit qualifications of the firm as well as key personnel to be used on this contract (if key personnel are identified). Experience of the firm must include the following information: name, address, telephone number, and point of contact for each contract for which the same or similar services were rendered, including the dates of service, the dollar value of the contract or purchase order, and the quantity and type of services rendered (the offeror is not required to submit information more than two years old).

(2) The following information must be submitted for each key person:

(i) Places and dates of prior employment, title and positions held; and a clear concise description of duties related to the services required by this solicitation.

(ii) College degrees earned from accredited institutions, names and locations of the institutions, major subject(s) studied, and dates of attendance.

(iii) Indicate which key personnel possess a degree directly related to the services required by this solicitation, and which possess direct hands-on experience in the field of service required by this solicitation.

(g) Contractors having current ISO 9000 registration will be afforded preference in consideration for award.

AUTHORIZED NEGOTIATORS

FAR 52.215-11 (APR 1984)

The offeror or quoter represents that the following person(s) are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: (List names, titles, and telephone numbers of the authorized negotiators).

EVALUATION - COMMERCIAL ITEMS

FAR 52.212-2 (OCT 1995)

(a) The Government will award a contract resulting from this solicitation to the responsible offerors whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- A. PAST PERFORMANCE (Most important)
- B. PRICE (Of less importance than past)

EVALUATION OF PAST PERFORMANCE: The Government will evaluate the quality of the offeror's past performance. The assessment of the offeror's past performance will be used as a means of evaluating the relative capability of the offeror and the other competitors. Thus, an offeror with an exceptional record of past performance may receive a more favorable evaluation than another whose record is acceptable.

In investigating an offeror's past performance, the Government will consider information in the offeror's proposal and information obtained from other sources, including past and present customers and their employees, other government agencies, including state and local agencies, consumer protection organizations and better business bureaus; former subcontractors; and others who may have useful information. Failure by the offeror to provide evidence of performance of same or similar contracts will be considered by DRMS in the offeror's past performance evaluation for this RFP.

Evaluation of past performance will be a subjective assessment based on a consideration of all relevant facts and circumstances. It will not be based on absolute standards of acceptable performance. The Government is seeking to determine whether the offeror has consistently demonstrated a commitment to customer satisfaction and timely delivery of services. This is a matter of

judgment. Offerors will be given an opportunity to address especially unfavorable reports of past performance, and the offeror's response or lack thereof, will be taken into consideration.

Past performance will not be scored, but the Government's conclusions about the overall quality of the offeror's past performance will be a factor in determining the relative merits of the offeror's proposal and in selecting the offeror whose proposal is considered the most advantageous to the Government. The most advantageous past performance proposals will comprise of references of same or similar services; as defined in the provision entitled PAST PERFORMANCE PROPOSAL DRMS 52.215-9R20 (MAY 1996).

By past performance, the Government means the offeror's record of conforming to specifications and to standards of good workmanship; the offerors adherence to contract schedules, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the offeror's business-like concern for the interests of the customer.

Quality registrations such as International Standards Organization (ISO) 9000, will also be considered in our past performance evaluation.

EVALUATION OF PRICE: The offered price will be evaluated to determine whether fair and reasonable. Price will not be numerically scored, but will be fully evaluated using price analysis techniques. Since the prices that are being proposed pertain only to labor rates, a price analysis of labor rates will be accomplished for award of the IDIQ contract(s) in accordance with FAR 15.805 Price Analysis. Items being purchased through task order awards will be based upon evaluation of fix price line item pricing (inclusive of the awarded labor rates), travel costs, and other factors.

**SUBMISSION OF ACKNOWLEDGEMENT OF SOLICITATION DRMS 52.215-9R09 (DEC 1995)
AMENDMENTS AND OF BEST AND FINAL OFFERS (BAFOS) BY FACSIMILE**

a. Offers may acknowledge the receipt of solicitations amendments by facsimile. Acknowledgement of solicitation amendments must contain the required signatures.

b. Offeror may submit BAFOs by facsimile. BAFOs must arrive at the place and time specified in the solicitation, and must contain the required signatures.

c. Offerors are required to promptly submit the original of any signed document.

d. The Government will not be responsible for any failure attributable to the transmission of facsimile documents. The Government will notify the offeror of any illegible facsimile copies received. The DRMS-UPO facsimile receiving data is as follows:

Datafax number: (616)961-4474 (Pitney Bowes 9820)

e. Submission of an initial proposal by facsimile IS NOT ACCEPTABLE.

OFFEROR REPRESENTATIONS AND CERTIFICATIONS

**FAR 52.212-3
(MAR 1996)**

(a) *Definitions.* As used in this provision:

Emerging small business means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

Small disadvantaged business concern means a small business concern that-

(1) Is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business, having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and

(2) Has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian organization and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern means a small business concern-

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer identification number (TIN)* (26 U.S.C. 6050M).

(1) Taxpayer Identification Number (TIN).

- () TIN: _____
- () TIN has been applied for.
- () TIN is not required because:

() Offeror is nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis. _____

(2) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity;

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(3) Common Parent.

☐ Offeror is not owned or controlled by a common parent.

☐ Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Small disadvantaged business concern.* The offeror represents and certifies that it ☐ is, ☐ is not a small disadvantaged business concern.

(3) *Women-owned small business concern.* The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) *Women-owned business concern.* The offeror represents that it ☐ is, ☐ is not, a women-owned business concern.

(5) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____.

(6) *Small Business Size for the Small business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has certified itself to be a small business concern under the size standards for this solicitation.]*

(i) *(Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).)* Offeror represents and certifies as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts)

(Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751-1000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1000	<input type="checkbox"/> Over \$17 million

(d) Certifications and representations required to implement provisions of Executive Order 11246 -

(1) *Certification of non-segregated facilities.* (Applies only if the contract amount is expected to exceed \$10,000) -

By submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees, any facilities that are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise and that it does not and will not permit its employees to perform their services at any location where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(2) *Previous Contracts and Compliance.* The offeror represents that

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

(ii) It () has, () has not, filed all required compliance reports.

(3) Affirmative Action Compliance. The offeror represents that -

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) by submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act-Trade Agreements-Balance of Payments Program Certificate*. (Applies only if FAR clause 52.225-9, buy American Act-Trade Agreement-Balance of Payments Program, is included in this solicitation.)

(1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act-Trade Agreements-Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, as designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

LINE	ITEM NO.	COUNTRY OF ORIGIN
_____	_____	_____
_____	_____	_____

(List as necessary)

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(i) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act-Trade Agreements-Balance of Payments Program:"

(ii) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act-Trade Agreements-Balance of Payments Program:"

(4) Offers will be evaluated in accordance with FAR Part 25.

(g) *Buy American Act-North American Free Trade Agreement (NAFTA) Implementation Act-Balance of Payments Program Certificate.* (Applies only if FAR clause 52.225-21, buy American Act-North American Free Trade Agreement (NAFTA) Implementation Act-Balance of Payments Program, is included in this solicitation.)

(1) The offeror hereby certifies that each end product, except those listed in paragraph (g)(2) of this provisions is a domestic end product (as defined in the clause entitled "Buy American Act-North American Free Trade Agreement (NAFTA) Implementation Act-Balance of Payments Program" and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(2) Excluded End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____

(List as necessary)

(3) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(2) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products. Offerors must certify by inserting the applicable line item numbers in the following:

The offeror certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act-North American Free Trade Agreement (NAFTA) Implementation Act-Balance of Payments Program:"

(Insert line item numbers)

(4) Offers will be evaluated in accordance with FAR Part 25.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award* (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that-

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) *Procurement Integrity Certification (41 U.S.C. 423)*. (Applies only if the contract is expected to exceed \$100,000.)

I, the undersigned, am the officer or employee responsible for the preparation of this offer. I certify, to the best of my knowledge and belief, that either-

() I have no information, or

() I have disclosed information to the Contracting Officer concerning a violation or possible violation of subsection (a), (b), (d) or (f) of 41 U.S.C. 423, Procurement Integrity, or its implementing regulations that may have occurred during the conduct of this procurement.

Signature of the officer or employee responsible for the offer and date.

**OFFEROR REPRESENTATIONS AND CERTIFICATIONS - DFARS 252.212-7000
COMMERCIAL ITEMS (NOV 1995)**

(a) *Definitions:*

As used in this Clause -

(1) "Foreign Person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern, and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) *Certification.*

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it-

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Section 2407(a) prohibits a United States person from taking.

(c) *Representation of Extent of Transportation by Sea.* (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

PAST PERFORMANCE HISTORY**SP4410-98-R-1000**

To be SUBMITTED by OFFEROR and returned with proposal.

In accordance with the SF1449 - addenda to block 27a - Provision, PAST PERFORMANCE DRMS 52.215-9R20 (May 1996), a complete past performance proposal must be submitted. All requirements stated in the provision must be addressed. The following factors are a guide for reporting on your past performance references.

CUSTOMER:

CUSTOMER POC/TELEPHONE:

PROJECT NAME:

DATE(s) OF PERFORMANCE:

CONTRACT/REFERENCE NUMBER:

LOCATION:

PRIME OR SUBCONTRACTOR FOR PROJECT?

SERVICES PROVIDED:

SIMILIARITY TO SERVICES REQUIRED BY THIS SOLICITATION (Provide as much detail as possible):

DOLLAR VALUE OF REFERENCE PROJECT:

INFORMATION RELATIVE TO EDUCATIONAL AND/OR CERTIFICATIONS OF KEY PERSONNEL:

PAST PERFORMANCE EVALUATION

(To be completed by customer)

SUBMITTED BY: _____
(Firm Name/Address)

(POC Name/Telephone)

(To be completed by offeror)

REGARDING

FIRM: _____
ADDRESS: _____

POC: _____

(To be completed by customer)

PROJECT NAME: _____
LOCATION/SITE: _____
(City/State)
CONTRACT NUMBER/REFERENCE: _____
DATES OF PERFORMANCE (Start/Finish): _____
NATURE OF SERVICES PROVIDED: (Provide as much detail as possible)

PROVIDED SERVICES AS THE PRIME ____ OR SUBCONTRACTOR ____

DOLLAR VALUE OF SERVICES PROVIDED: _____

OVERALL ASSESSMENT OF PERFORMANCE/QUALITY OF SERVICES PROVIDED:

PAST PERFORMANCE EVALUATION (Cont'd)

WOULD YOU HIRE THIS FIRM FOR ADDITIONAL PROJECTS? YES ____ NO ____

If not, why?

IF REPORTS WERE REQUIRED AS PART OF THE SERVICES, WERE THEY PROVIDED TIMELY
AND IN SUFFICIENT DETAIL? YES ____ NO ____

DOES YOUR FIRM HAVE ANY AFFILIATIONS WITH THE FIRM BEING EVALUATED?

YES ____ NO ____

UPON COMPLETION, PLEASE FORWARD THIS FORM TO:

Defense Logistics Agency/DRMS
DRMS-UPO (98R1000)
ATTN: Ms. Tracey L. Murdock
74 Washington Ave., N.
Battle Creek, MI 49017-3092

ATTACHMENT II

Page 2 of 2

**SAMPLE TASK ORDER FOR THE ENVIRONMENTAL REVIEW OF DEFENSE
REUTILIZATION AND MARKETING OFFICE (DRMO) XXXX**

Performance Work Statement -

1. General - The contractor shall provide all non-personal services, supplies, materials, required to perform the services required by this task order and in accordance with the contract terms and conditions.

2. Scope of Work - The contractor shall review the environmental operations of DRMO XXXX and provide a report in accordance with 1.4 and 1.6 of the contract and this task order.

2.a. Conduct an on-site evaluation of the DRMO's environmental program as it relates to hazardous property receipt, storage and disposition, permit conditions, and the safety and training of personnel directly involved with the handling of hazardous property. This property includes, but is not limited to, hazardous material, hazardous waste, universal waste (batteries, pesticides, mercury devices), empty containers, asbestos, PCBs, used oil, gas cylinders (both full and empty), items containing ozone depleting substances, and items containing suspected carcinogens.

2.b. Regulatory elements to be evaluated are include in the Performance Work Statement. These includes, but are not limited to, container management, compatible and conforming storage, permits, plans, records and reports, labels and markings, Material Safety Data Sheets (MSDS), waste analysis, manifest and land disposal restriction documentation, inspection and waste logs, security, and personnel safety (Personal Protection Equipment (PPE)) and training.

2.c. Make a visual inspection of the DRMO's general warehouse and scrap piles to determine if potentially hazardous property has been co-mingled with non-regulated property. This will include, but is not limited to, property containing PCB material (electronics, light ballasts), machinery containing liquids (fuel, oil, hydraulic fluid), and property containing ozone depleting substances (refrigerants).

2.d. the contractor will also make a visual inspection of the DRMS's general warehouse and scrap piles for evidence of spills or leakage.

2.e. The DRMO may have a precious metals recycling program. If this program is in place, the contractor will determine if any precious metals have been in storage for more than twelve (12) months, based on the date of receipt.

2.f. The contractor is required to submit a report in accordance with 1.6 of the contract with emphasis on the following:

2.f.1. A summary statement on whether DRMO XXXX is performing in accordance with all applicable federal, state and local environmental and safety regulations. If there is a potential violation, the regulatory citation and a statement regarding possible corrective measures.

2.f.2. A statement as to whether or not precious metals have been in storage for longer than twelve (12) months, if the precious metal program is applicable.

SAMPLE TASK ORDER - TSDF REVIEW

Task: Review Shipping Documentation

Sites: John Doe Smith Inc
1100 Henry Road
Rosecreek SC 202020
EPA # SC1010101010

1. General - Contractor shall provide tracking of shipping documentation for waste through treatment, storage & disposal facility identified above.

2. Scope of Work -

EXAMPLES OF VARIOUS LEVELS OF REVIEW -

Verify cradle-to-grave management for the wastestreams on the four shipping papers at attachment 1.

Verify cradle-to-grave management for the wastestreams on the twelve shipping papers at attachment 2.

Verify cradle-to-grave management for the wastestreams on the eight shipping papers at attachment 3. Emphasis on destination and volume or process by product.

Verify cradle-to-grave management for the wastestreams on the eight shipping papers at attachment 4. Emphasis on process time frame.

ACTUAL TASK ORDERS WILL CONTAIN ATTACHMENTS SUCH AS HAZARDOUS WASTE MANIFESTS AND OTHER SHIPPING PAPERS.

3. The contractor is required to submit a report in accordance with 1.6 of the contract. Any emphasis on specific areas will be identified in specific task order requests.

SAMPLE TASK - HAZARDOUS PROPERTY PURCHASER REVIEW
PRE-AWARD / POST-AWARD

Performance Work Statement

The contractor shall provide the required services in accordance with contract _____ for the facility/firm/individual listed below.

The deliverable required by section 1.6 shall be provided within 14 days and shall include all information required by the attached checklist(s) and information as required by the contract schedule.

Reports shall be received at the following address/POC: DRMS-UPO, Ms. Tracey Murdock, 74 Washington Ave. N., Battle Creek, MI 49017-3092. Report may be forwarded by facsimile to (616)961-4474 Attn: T. Murdock. Facsimile copy MAY be acceptable for meeting delivery timeframe, however, hard copy report shall be forwarded for all task orders. **Contractor is responsible for ensuring facsimile copy is legible.**

FACILITY: SMITH CONSTRUCTION & TRUCKING INC.

ADDRESS: SANFORD NC

2ND ADDRESS: WEST END NC

POC: MR. SMITH

PHONE: 555-555-5555

BUSINESS TYPE: ☒ Retailer/wholesaler
☒ Broker
☐ Recycler/processor
☒ End User
☒ Transporter

COMMODITY(IES):

☒ Petroleum Products

☐ Solvents/Cleaners

☐ Photographic/Photocopy

☐ Paint Related Products

☐ PCP Treated Wood Products

☐ Compressed Gas Cylinders (CGC)

☐ Other _____

(Describe)

USED _____ **UNUSED** ☒

☐ Scrap

☐ Empty Containers

☐ Transformers (PCBs)

☐ Misc. Chemicals

☐ Batteries

Sales Contract Number: 31-6151-0022

Item Number(s): 30

REMARKS: Term contract. Item 30 = 19024 pounds delivered

Deliverable to provide all information required by 1.6 of the contract with exception of e.3.

ATTACHMENT V
 PAGE 1 OF 3

Emphasis: Regulatory compliance
 Storage practices
 Inventory management
 Average time stored
 Disposal of unsold items
 Records maintenance
 Utilization/Adherence to Statement of Intent

THE CHECKLIST BELOW IS A SAMPLE OF THE TYPE OF CHECKLIST REQUIRING COMPLETION
UNDER TASK ORDER - SPECIFIC CHECKLISTS WILL BE IDENTIFIED AND PROVIDE WITH
TASK ORDER REQUEST FOR PROPOSAL/QUOTE.

**PRE-AWARD/POST-AWARD REVIEW
 GENERAL CHECKLIST**

DATE: _____ LOCATION: _____

FIRM CONDUCTING INSPECTION: _____
 Names/Titles _____

FACILITY NAME: _____

FACILITY IS CONSIDERED: ____ Environmentally Responsible
 (Check appropriate block) ____ Environmentally NON-Responsible

Person Contacted: _____ Phone: _____

1. Briefly describe bidder's operation:

a. Is the bidder's true operation consistent with the description in the Statement of Intent? Yes No
 (If no, complete appropriate checklist)

b. Was the property purchased utilized as specified in the bidder's Statement of Intent? (Post award only) Yes No

2. Does the bidder have a system in place to maintain the required sales documents? (SBR, Part 7 Article U) Yes No

- Form 1427
- Bill of Sale
- Continuation of Government's Right of Surveillance

3. Does bidder transport the property themselves? Yes No

4. Based on visual inspection, this bidder can reasonably manage the following commodities:

PRE-AWARD/POST-AWARD INSPECTION

GENERAL CHECKLIST

COMMODITY(IES):

USED ____ **UNUSED** ____

____ Petroleum Products

____ Solvents/Cleaners

____ Photographic/Photocopy

____ Paint Related Products

____ PCP Treated Wood Products

____ Compressed Gas Cylinders (CGC)

____ Other _____

____ Scrap

____ Empty Containers

____ Transformers (PCBs)

____ Misc. Chemicals

____ Batteries

COMMENTS:
